

# Private Car & Taxi

## Motor Insurance Policy



ERIDGE  
UNDERWRITING

# Claim Service

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If you are involved in an accident irrespective of blame, please always contact us immediately to enable us to provide you with the best possible service at a time when we know you will require as much support and assistance as possible.

If you need to notify us of a claim, please contact our

**CLAIMS HELPLINE on 0333 241 9200**

**which is open 24 hours a day, 365 days a year.**

Our objective is to help minimise inconvenience and stress to you by organising a quick and efficient repair of your vehicle, whilst effectively managing any other claim covered by this policy.

The more assistance and co-operation you can provide to our Claims Service, the easier it will be for us to provide you with the help you need.

## The law

If you have an accident which involves an injury to any person or certain animals, another vehicle or damage to property, you must stop. If you own the vehicle you must give your name, address and insurance details to anyone who has a good reason to ask. If you do not own the vehicle you must also provide the owner's name and address.

If there is an injury and you do not give your details at the scene, you must report the incident to the police within 24 hours.

## At the scene

Turn on your hazard lights and set up a warning triangle. Make sure you are as visible as possible.

It is important that you obtain the following information or material:

- Location and time of accident.
- Details of all the vehicles involved and registration numbers.
- The names, addresses and telephone numbers (preferably mobile phone) of the other driver(s) and of any witnesses.
- The number of passengers in each vehicle.
- The insurance details of the other driver(s).

Please take notes and supply us with details of the following as a result of the accident:

- Any known injuries sustained.
- Property damaged and extent of damage.
- If a Police Officer attends the incident record his or her name, number and police force.

If at all possible you should:

- Make a rough sketch of the accident scene showing the position of the vehicles before and after the accident. If possible, take mobile phone photos of the scene and damage to vehicles.

**Do not admit that you were to blame. Do not sign anything at the scene.**

## Reporting the Accident

Report the accident immediately to our

**CLAIMS HELPLINE on 0333 241 9200**

and provide us with all the information you obtained at the scene. This will enable us to deal with your claim effectively.

## Approved Repairers

If the damage to your **car** is covered and can be repaired, we will arrange for one of our approved repairers to contact you and:

They will collect your **car** free of charge.

If your **car** is not driveable we may move your **car** to a safe place while it is waiting to be repaired or disposed of. You should remove all **personal belongings**.

While they are repairing your **car**, subject to availability the approved repairer will offer you a free courtesy car. This car is not intended to be on a like for like basis with your **car**.

A courtesy car will not be provided if:

- You do not use one of our approved repairers.
- If the vehicle being repaired is covered under a **Taxi** policy.
- For any claims under Section 4 – Glass.

You must return the courtesy car when the owner or we ask you to, or if this insurance expires and you do not renew it.

After the repair your **car** will be returned to you having been cleaned inside and out.

All work carried out by our approved repairers is guaranteed for 5 years providing you remain the owner of the **car**.

## Glass only claims

Contact the **Claims Helpline on 0333 241 9200**. Also refer to Section 4 of this policy.

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# Contract of Insurance

## Private Car and Taxi Insurance Policy

This document is a legally binding contract of insurance between you and us. Nobody else has any rights they can enforce under this contract except those rights they have under road traffic law. The Contracts (Rights of Third Parties) Act 1999 does not allow any additional rights under this policy in favour of any third party. The contract is based upon the statements made or information you gave us in the **proposal form** or statement of fact.

We agree to insure you under the terms of this contract within the **territorial limits** during the **period of insurance** for which you have paid or agreed to pay the premium.

You must read this policy, together with the **schedule** and the **certificate of motor insurance**. The **schedule** tells you which sections of the policy are in force and any **endorsements** that apply. Please check all documents carefully to make certain they give you the cover you want. It is your responsibility to ensure that all persons insured are aware of the terms of this policy.

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation if we cannot meet our liabilities under this policy depending on the type of insurance and the circumstances of your claim.

R&Q Insurance (Malta) Ltd is licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

Eridge Underwriting Agency Ltd act as an administrator on behalf of R&Q Insurance (Malta) Ltd.



Paul Corver  
Director  
R&Q Insurance (Malta) Ltd



John Hamilton  
Managing Director  
Eridge Underwriting Agency Ltd

### Regulation:

Malta Financial Services Authority  
Notabile Road  
BKR3000  
Attard  
MALTA

[www.mfsa.com.mt](http://www.mfsa.com.mt)

R&Q Insurance (Malta) Limited is authorised and regulated by the Malta Financial Services Authority and is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority under Firms Registration Number (FRN) 608422. R&Q Insurance (Malta) Limited is licensed in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

## Your right to cancel

You have 14 days to decide if this policy meets your requirements. If you are not satisfied you can cancel within 14 days of the policy starting or within 14 days of receiving your documents (whichever is the later). We will charge a premium for the period we have been insuring you plus an administration charge of £10.00 plus insurance premium tax. Refer to the General Conditions of the policy for more information on cancellations.

This policy is governed by the law which applies in the part of the United Kingdom in which you live, unless otherwise agreed by you and us before this policy starts.

## Contact Details

R&Q Insurance (Malta) Limited  
3<sup>rd</sup> Floor, Development House,  
St. Anne Street  
Floriana,  
FRN 9010  
Malta  
Registered number C 59505

Eridge Underwriting Agency Limited  
22-23 London Road,  
Tunbridge Wells,  
Kent  
TN1 1DA  
Registered in England and Wales number 09574780

### The Financial Services Compensation Scheme

Financial Services Compensation Scheme  
10th Floor, Beaufort House,  
15 St Botolph Street,  
London  
EC3A 7QU

[www.fscs.org.uk](http://www.fscs.org.uk)

### Financial Conduct Authority

[www.fca.gov.uk](http://www.fca.gov.uk)

### The Financial Ombudsman Service

Financial Ombudsman Service  
Exchange Tower,  
London  
E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

# Definitions

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Definitions of words and phrases used in this document are shown in **bold** throughout the policy. The terms we, our, us, you, your, the insured and policyholder also have a defined meaning listed here, but are not highlighted in bold throughout the policy

## **Accessories**

Parts or products specifically designed to be fitted to your **car**, including the manufacturer's standard tool kit and the **car's** safety equipment.

## **Car**

Any motor vehicle described in the **schedule** and for which we have issued a **certificate of motor insurance**. This includes **accessories** and spare parts which are fitted to or with the **car**.

## **Certificate of Motor Insurance**

Evidence that you have the minimum motor insurance required by law to drive your **car**. It shows who may drive the **car**, what you can use it for and whether you are allowed to drive other cars.

## **Endorsement**

A clause which alters the insurance cover and will be shown on your **schedule**.

## **Excess/Excesses**

The amount you must pay towards any claim and shown on your schedule or policy section.

## **Insurance Intermediary**

The insurance broker, agent or adviser who acting on your behalf has placed this insurance with us.

## **Market Value**

The cost of replacing your **car** with one of the same make, model, specification and condition at the time of loss as assessed by us. We use guides which refer to vehicle values, engineers and other relevant sources to assess the **market value**.

## **Period of Insurance**

The period of time covered by this insurance as shown in the **schedule** and/or the **certificate of motor insurance**.

## **Personal Belongings**

Property which is worn or used in everyday life and which belongs to you whilst in the insured **car**.

## **Proposal Form/Statement of Fact**

This includes a statement of insurance or statement of fact that shows the information that you gave us, including information given on your behalf and verbal information given by you.



# Definitions (continued)

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## **Road Traffic Acts**

The laws which include details of the minimum motor insurance cover needed in the United Kingdom.

## **Schedule**

Confirms details of you, the insurance cover provided, the **car** and **excesses** that apply. The schedule forms part of the contract of insurance and must be read together with the policy.

## **Taxi/Taxi Policies**

A motor vehicle licensed to transport passengers in return for payment of a fare. Please refer to your **Certificate of Motor Insurance** to see whether your policy covers you for such use.

## **Territorial Limits**

United Kingdom (Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and transit between any of these countries.)

## **Terrorism**

Terrorism as defined in the Terrorism Act 2000 or any subsequent acts.

## **Theft**

Any theft or attempted theft that you have reported to the police.

## **We, Our, Us**

ErIDGE Underwriting Agency Ltd acting as Agent for R&Q Insurance (Malta) Ltd.

## **You/Your/The Insured/Policyholder**

The person named in the **schedule** and **certificate of motor insurance** as the policyholder or the Insured.

## **Your Partner**

The husband or wife, or civil partner of the **policyholder** living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

## Section 1

## Accidental Damage

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### What is covered

We will cover you under this section for accidental and malicious damage to your **car** including **accessories** and spare parts which are kept in or on the **car**. We will also cover **personal belongings** if they are damaged as a result of an accident.

This is subject to the amount of **excess** shown in the **schedule**. You must pay the appropriate **excess** for each claim you make.

## Section 2

## Fire and Theft

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### What is covered

We will cover you under this section for loss of or damage to your **car** caused by fire, lightning or explosion, **theft** or attempted **theft** including **accessories** and spare parts which are kept in or on the **car**. If the keys to your **car** or lock transmitter are lost or stolen we will pay the cost of replacing the door locks and/or boot lock, ignition/steering lock, the lock transmitter and central locking interface provided the location of where the **car** is kept overnight is known to the persons in receipt of the keys or transmitter. We will also cover **personal belongings** in your **car** if they are lost or damaged by fire or **theft**.

This is subject to the amount of **excess** shown in the **schedule**. You must pay the appropriate **excess** for each claim you make.

# What is not covered under Sections 1 and 2

We will not cover:

- The amount of **excess** shown within the **schedule** or as an **endorsement** within the **schedule**.
- **Theft** of property from the **car** if it is left unattended and all doors, windows and other openings have not been closed and/or locked.
- Loss or damage to the **car** if it is left unattended and the ignition key or any similar device is left in or on the **car** and/or all doors, windows and other openings have not been closed and locked and the **car's** electronic or mechanical devices are not set.
- More than £200 (after the deduction of the **excess**) following the loss or **theft** of the keys to your **car** or the ignition keys or any similar device to your **car** for replacing the door locks and/or boot lock, ignition /steering lock, the lock transmitter and/or central locking interface.
- Loss of use of the **car** or any costs incurred which are not directly associated with the incident that caused you to claim.
- Wear and tear, depreciation, mechanical, electrical, electronic and computer failures, breakdowns or any loss or damage which happens gradually.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss of value of the **car** as a result of a repair to it.
- Loss of or damage to the **car** resulting from fraud or deception.
- Any amount over the manufacturer's latest list price for any part or accessory.
- Any payment amount exceeding £100 for loss of or damage to **personal belongings**.
- Loss of or damage to the **car** if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law.
- Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Loss of or damage to your **car** if any person named on the **certificate of motor insurance** is driving under the influence of drink or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
- Damage to your **car's** cooling system caused by freezing liquid.
- Loss of or damage to your **car** caused by a member of your family or household or a permitted driver or persons known to you taking the **car** without your permission.
- Loss of or damage to the contents of the **car** including but not limited to telephones, two-way radio transmitters or receivers, removable satellite navigation system or money.
- Any repair or replacement part which improves the **car**.
- **Theft** of or attempted **theft** of the **car** unless reported to the police.
- Loss of or damage to the **car** caused deliberately by you or by any person driving it with your permission.
- Loss or Damage caused by misfuelling.

## How claims are dealt with under Sections 1 and 2

We will at our option choose to repair or replace your **car** or settle your claim for the amount of the loss or damage. The most we will pay is no more than the **market value** of your **car** at the time of loss, less the **excess** shown on your **schedule** and less the **excess** as shown below for younger and more inexperienced drivers:

- £150 of any claim if the driver in charge of the car at the time of the loss is under the age of 22; or
- £100 if aged 23 and 24; or
- £50 if aged between 25 and 29
- An additional £150 excess applies to any person that has held a Full UK driving licence for less than 24 months.

Following the payment for a total loss settlement to you the **car** will become our property. If the **car** is under a hire purchase or leasing agreement, we will make any payment for the total loss of your **car** to the hire-purchase or leasing company as appropriate.

When carrying out repairs our approved repairers may fit parts made by other manufacturers they recommend for which they or the manufacturer offer a warranty.

If your **car** is damaged and such damage is covered by this policy, we will pay the reasonable cost of protecting it and removing it to the nearest approved repairer and returning it to you after repairs have been carried out.

If we deem your **car** to be a total loss following a claim, we will not refund any premium if the policy is cancelled. If you pay in instalments your full annual premium remains payable, and if necessary, any outstanding premium may be deducted from any total loss settlement.

## Replacement Car

If the insured **car** is less than 12 months old and it is stolen and not recovered within 30 days or is damaged and the cost involved in the repair will exceed 60% of the manufacturers list price (including car tax and VAT) at the time of loss or damage, we will replace your **car** with a new car of the same make, model and specification, provided that one is available. Cars sold as 'ex-demonstrators' and 'nearly new' do not qualify for replacement under this section.

This is subject to:

- The **car** being registered to you, your spouse or civil partner or being purchased under a hire purchase agreement (excluding cars which are the subject of a contract hire or leasing agreement).
- We have agreement of any interested hire purchase company.
- You, your spouse or civil partner are the first registered owners.
- The recorded mileage does not exceed 10,000 miles at the time of the incident.
- The replacement **car** is available in the United Kingdom within 6 weeks from the time of the loss.

# Section 3

# Liability to Others

## What is covered

This policy covers you for your legal liabilities for the death of or injury to any person or damage to their property as a result of:

- You, driving the insured **car** or any other vehicle your **certificate of motor insurance** shows you are covered to drive. This includes towing any trailer, caravan or broken down vehicle. This towing must be allowed by law and the vehicle being towed must be properly attached to your **car**.
- An employer of anyone you allow to drive your **car** if their driving and business use on behalf of that employer is covered by the **certificate of motor insurance**. This does not apply if the car is owned, leased, or hired to the employer or business partner or if the insured is a corporate body or firm.
- Any person driving the **car** with your permission provided your **certificate of motor insurance** shows he or she is allowed to drive the **car**.

We will also provide the same cover to:

- Any passenger travelling in, getting into or out of the **car**.
- Anyone you allow to use (but not drive) your **car** for social domestic and pleasure purposes.

In the event of an accident involving a car covered by this policy we will also pay at our discretion reasonable legal costs and expenses we have previously agreed in writing relating to:

- Solicitors' fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
- The defence of a charge of manslaughter or causing death by reckless or dangerous driving providing they relate to a claim resulting from an accident covered by this section.
- Any other legal costs incurred with any accident which may involve legal liability under this insurance.

We will not pay representation for the following:

- A plea of mitigation (unless the offence you are charged with carries a custodial sentence).
- Appeals.

We may, at any time, stop paying such legal costs and expenses.

If anyone insured by this section dies, we will extend the cover to which they would have been entitled to their personal representatives.

## What is not covered under Section 3

We will not cover:

- Liability for death or injury to any employee of the person insured arising during the course of their employment except where liability is required to be covered by the **Road Traffic Acts**.
- Loss of or damage to property of any person claiming cover under this section.
- For private car policies, any amount over £20,000,000 for any one claim or series of claims from one event in respect of damage, loss of use or other indirect loss in respect of property.
- For **Taxi** policies, any amount over £20,000,000 for any one claim or series of claims from one event in respect of damage, loss of use or other indirect loss in respect of property.
- Any amount over £5,000,000 for legal fees and expenses for any one claim or series of claims from one event in respect of damage to property.
- Loss, damage or injury which result from any deliberate act or omission by you or any person driving the insured **car** with your permission.
- Death or injury to the driver or the person in charge of the car if the death or injury occurred as a result of that person having driven the **car**.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at any specific time and place, or except as required by the **Road Traffic Acts**.
- Any other legal costs incurred with any accident which may involve your legal liabilities under this insurance.
- Any claim if any person insured under this section can claim under another policy.

## Driving Other Cars

If your **certificate of motor insurance** allows (and you are not in the motor trade, car-hire or **Taxi** business) we will insure you under this section for your legal liabilities for driving a car that you have permission to drive which you do not own and which you have not hired under a hire-purchase or leasing agreement.

We will not pay:

- For loss or damage to the car you are driving.
- For loss or damage whilst driving outside of the United Kingdom.
- If you no longer have the insured **car** or it has been damaged beyond cost effective repair.
- If this insurance is not in the name of an individual.
- If the vehicle you are driving does not have a current and valid policy of insurance in force.
- If the vehicle you are driving is not in a roadworthy condition.

“Driving other cars” does not allow you to release a vehicle which has been seized by or on behalf of any government or public authority.

## Emergency Treatment

We will also pay for emergency treatment charges as set out in the **Road Traffic Acts** resulting from an accident involving any vehicle covered by this policy. If this is the only payment, then your No Claims Bonus will not be affected.

## Section 4

## Glass

**To make a claim contact our Claims Helpline on 0333 241 9200**

### What is covered

- We will cover you for repairs or replacement for damage to your **car's** windscreen or glass windows including scratching to the **car's** bodywork if solely caused by the incident.
- For replacements using our approved Windscreen repairer we will settle the claim subject to a **£75 excess**.
- For repairs using our approved Windscreen repairer we will settle the claim subject to a **£15 excess**.
- If you do not use our approved repairer the maximum we will pay is **£75** after the deduction of the first **£75**.
- The maximum number of claims made under this section is three per policy period.
- The maximum we will pay per claim for any repairs or replacement to your car's windscreen or glass windows is **£400** after the deduction of the excess.

Any subsequent claims would be dealt with under Section 1 Accidental Damage.

### What is not covered under Section 4

We will not cover:

- Claims for damage to sunroofs, roof panels, lights or reflectors even if they are made of glass.
- The first **£75** towards the cost of the replacement glass or windscreen.
- The first **£15** towards the cost to repair the glass or windscreen.
- Extra costs for the work to be undertaken outside normal business hours, unless the windscreen is shattered, or the drivers vision or the security of the insured **car**, is affected.

# Section 5 Audio and/or Communication Equipment

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## What is covered

We will cover your permanently fitted audio and/or communication equipment against loss or damage. This is subject to the amount of **excess** shown in the **schedule**. You must pay the appropriate **excess** for each **claim** you make.

We will also cover the following **taxi** equipment (only applicable to **Taxi** policies):

- Permanently fitted taxi meter.
- Permanently fitted two-way communication radio used for **taxi** business purposes.
- Permanently fitted data head equipment used for **taxi** business purposes.

## What is not covered under Section 5

We will not pay:

- More than £500 for permanently fitted audio and/or communication equipment unless it is standard equipment for your **car** when built.
- More than £200 for loss or damage to navigation equipment unless it is standard equipment for your **car** when built.
- Loss of or damage to removable audio, electrical or communication equipment.

The following is only applicable to **Taxi** policies

- Any amount exceeding £100 for Data Head Equipment.
- Any amount exceeding £300 for a permanently fitted Taxi Meter.



## Section 6

## Personal Accident

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### What is covered

If you, your spouse or civil partner suffer accidental bodily injury in direct connection with your **car**, are injured or die within 3 months of an accident while getting into, travelling in or getting out of your **car** we will pay:

- £2500 for death.
- £2500 for total and permanent loss of one or more limbs.
- £2500 for permanent blindness in one or both eyes.

### What is not covered under Section 6

We will not pay for:

- Death or injury caused by suicide or attempted suicide, self-injury or while under the influence of drugs or alcohol.
- Any loss if you, your spouse or civil partner has more than one policy with us. We will only pay out under one policy.
- Any loss unless the policy is in the name of an individual.
- Any amount over £2500 in any one **period of insurance**.

## Section 7

## Medical Expenses

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### What is covered

The cost of medical treatment provided to you or any passenger in your **car**, necessary as a result of an accident involving the **car**.

### What is not covered under Section 7

We will not cover:

- Any payment for each injured person over £150.
- Any payment for any physiotherapy treatment.

## Section 8

## Car Sharing

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### What is covered

This insurance will cover you when you are being paid for carrying passengers for social domestic and pleasure purposes as long as the total payment you receive for the journey does not provide a profit for you.

### What is not covered under Section 8

We will not provide cover:

- If the number of people being carried in the car (including the driver's) exceeds the seating capacity of the **car**.
- Where you are carrying passengers as part of a business of carrying passengers.

## Minimum Cover

While the insured **car** is in:

- Any country which is a member country of The European Union (EU).
- Any country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 8 (1) second subparagraph 7 of EU Directive 2009/103/EC relating to civil liabilities arising from use of motor vehicle.

This policy automatically provides the minimum compulsory level of cover you need by law in the country concerned. This legal minimum does not include loss of or damage to your **car**.

## Full cover within the European Union

We will extend the policy to provide the cover shown in your **schedule** for up to 60 days in any one **period of insurance** to any country of the EU and also Croatia, Iceland, Liechtenstein, Norway and Switzerland provided:

- The **car** is taxed and registered within the **territorial limits**.
- Your main permanent home is within the **territorial limits**.
- Your visit abroad is only temporary.

You do not need to notify your **insurance intermediary** if you are taking your **car** to any of these countries, but you do need to take your **certificate of motor insurance**.

This will cover the **car** while it is being transported by rail or sea between any of the countries shown above provided it is not more than 65 hours in duration.

We will also pay any customs duty which you may have to pay and/or the reasonable cost of delivering your **car** to your address in the United Kingdom.

## Countries outside the European Union and other designated countries

If you wish to extend your policy to give the same cover shown in your **schedule** in a country outside of those shown above, you must:

- Inform your **insurance intermediary** before travel abroad.
- Obtain our agreement to cover you in the country.
- Pay any premium as required or agree to any terms that we may apply.

# Section 10

# No Claims Bonus

If you or any driver named on your policy make a claim, even if you were not responsible (for example, if your **car** is stolen or damaged by vandals), or a claim is made against you, you could lose part or all of your No Claims Bonus. If a claim is made under your policy, we may also increase your premium or **excess** when you renew your policy.

Claims which do not affect your No Claims Bonus:

- payments made for windscreen damage (up to 3 in the policy period).
- payments for emergency treatment fees.
- claims which are not your fault where we have recovered all of our outlay.

We apply a step-back policy that reduces your No Claims Bonus for each claim made when you renew your policy, depending on the claim or claims made. For an example of what would happen if you made a claim within the **period of insurance**, please see the table below:

Number of years' No Claims Bonus at the last renewal (without NCB Protection)	No Claims Bonus at next renewal		
	No Claims Bonus	One claim in one policy period	Two or More claims in one policy period
0	1	0	0
1	2	0	0
2	3	0	0
3	4	1	0
4	5	2	0
5	6	3	0
6	7	3	0
7	8	3	0
8	9	3	0
9	9	3	0

# No Claims Bonus (continued)

## Protected No Claims Bonus

If you have earned 4 or more years No Claims Bonus, you can choose to pay an additional premium at the start or at renewal of your policy, to protect it. By doing this you can prevent your No Claims Bonus being reduced after a fault claim has been made on your policy.

Protected No Claims Bonus does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident even if you were not at fault.

The table below shows how your No Claims Bonus would be affected if you made a claim or claims and you have chosen to protect your No Claims Bonus. If your policy includes Protected No Claims Bonus, this will be shown on your **schedule**.

Number of years' No claims bonus available (with NCB protection)	No Claims Bonus at next renewal				
	No Claims Bonus	One claim in one policy period	Two claims in one policy period	Three claims in one policy period	Four or more claims in one policy period
4	5	4	4	2	0
5	6	5	5	3	0
6	7	6	6	3	0
7	8	7	7	3	0
8	9	8	8	3	0
9	9	9	9	3	0

# Section 11 Non Motor Public Liability

(This Section only applies to Taxi Policies)

## What is covered

We will cover you for all your legal responsibilities for damages arising directly from your business for:

- Accidental injury to any person not employed by you.
- Damage to property.

This includes:

- Cost and expenses incurred with our written consent.
- Liability arising out of your contract with any person, business or organisation or local authority but only to the extent required by the contract conditions and that we will conduct and control all claims arising from cover under this section.

## What is not covered

We will not cover:

- Any amount over £5,000,000 for any one claim or series of claims from one event in respect of injury to any person not employed by you or damage, to property.
- The amount of **excess** shown in the schedule.
- Any loss or damage that occurs outside of the United Kingdom or outside the area where you are licensed to operate.
- Any injury to any employee.
- Any liability from any vehicle owned, leased, hired or worked upon by you or for which you are legally responsible.
- Any liability from property and/or premises owned, leased, rented, hired and/or occupied by you or for which you are legally responsible.
- Any liability arising from any product, food or drink, sold or supplied by you or for which you are legally responsible.
- Any liability arising from any other business owned and/or operated by you whether or not related to your business.
- Any liability as a result of a malicious or criminal act.
- Any liability as a result of an attack on a passenger.
- Any liability for loss of or damage to passengers' personal effects or luggage for which you are legally responsible.
- Any liability incurred or injury caused by the provision or administration of drugs to a person in your care suffering from a known medical condition where you have agreed to provide such treatment as part of your contract to transport that person.
- Any liability arising from wrongful arrest.
- Punitive or exemplary damages or fines, penalties, multiplication of compensatory awards or damages in any other form.

# General Exclusions

These exclusions apply to the whole of the policy.

Your insurance does not cover claims arising from any of the following:

## 1. Use of your **car**

Any accident, injury, loss or damage while any car covered by this insurance is being:

- Driven by or in the charge of anyone who is not named in the **certificate of motor insurance** as a permitted driver or is excluded by **endorsement** unless it is with a member of the motor trade for servicing or repair.
- Driven by anyone who is disqualified from driving or does not have a valid driving licence, or who has not held a driving licence or who is prevented by law from holding one, or who does not meet the terms, conditions and limitations of either their driving licence or provisional driving licence.
- Driven by or in the charge of any person (including you) who you know are a provisional licence holder and who is not accompanied by a person aged 21 or over and who has held a full UK or EU licence for at least three years.
- Used for a purpose which is not shown as covered in your **certificate of motor insurance**.
- Used in or on restricted areas of any airport, aerodrome, airfield or military bases including any place where aircraft land and take off, park or move, associated service roads, refuelling areas, ground equipment parking areas, passenger buildings and customs areas. We will not pay any claim concerning an aircraft within the boundary of the airport or airfield.
- Used in an unsafe condition or while carrying an insecure load.

## 2. Contracts

Any liability you accept under an agreement or contract unless you would have been liable anyway.

## 3. War, hostilities and terrorism

Any accidental loss, damage, injury or legal liability caused directly or indirectly by:

- War, invasion, hostilities (whether war is declared or not) civil war, revolution, act of foreign enemy, insurrection, rebellion, coup, military or usurped power or any similar event except where we need to provide cover to meet the requirements of the **Road Traffic Acts**.
- Any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss except where we need to provide cover to meet the requirements of the **Road Traffic Acts**.

## 4. Other Insurance

Any loss or damage or liability that is also covered by any other insurance policy.

# General Exclusions (continued)

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## 5. Earthquake, radioactivity, pressure waves, dangerous goods and riot

Direct or indirect loss, damaged to or liability caused by or arising from:

- Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste or from burning or explosion of nuclear fuel.
- Radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
- Pressure waves caused by aircraft or other flying object.
- Earthquake.
- Riot or civil commotion occurring in Northern Ireland or outside of the United Kingdom, the Isle of Man or the Channel Islands except where we need to provide cover to meet the minimum insurance required by the relevant law.
- Carrying any dangerous substances or goods for which you need a police licence (except where we need to provide cover to meet the minimum insurance required by the relevant law).
- Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.

## 6. Proceedings outside the territorial limits

Any decision or action of a court which is outside the territorial limits unless the proceedings are brought or judgment is given by a court of a country for which minimum compulsory insurance is provided by this policy, or to which we have agreed to extend the policy cover and for which we have received the necessary additional premium.

## 7. Fraud

If you, or anyone acting for you, makes a claim under the policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documentation, or if loss, damage or injury is caused by your wilful act or with your connivance, all cover and premium will be forfeited. We may also involve the relevant authorities to bring criminal proceedings.

## 8. Imported Vehicles

Any car which was manufactured outside the United Kingdom and imported other than through the manufacturers normal import arrangements.

## 9. Travel outside the European Union

Any loss or damage or liability that occurs outside of the countries shown under Section 9 unless you have paid an additional premium where required by us to extend your cover.

## 10. Track use, rallies and competitions

While your car is being used for racing, pacemaking, speed testing, competitions, rallies, trials or track events or use on a de-restricted toll road (including the Nurburgring Nordschleife) or any form of race track or off-road activity.



# General Conditions

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These conditions apply to the whole of the policy.

## 1. Notification of claims

As soon as possible after any incident which might lead to a claim under this policy, you should telephone our Claims Helpline on **0333 241 9200** to tell us about it. You must send us any letter, claim, writ or summons as soon as you receive it unanswered. You must also let us know immediately if you or your legal advisors become aware of any prosecution, inquest or fatal accident inquiry concerning a claim which might be covered under this policy.

You or any other person claiming under this policy must not negotiate, admit fault, offer to pay or settle any claim unless you have written permission from us.

## 2. Dealing with claims

We will be entitled to:

- Take over and carry out the defence or settlement of any claims in your name or that of any other person insured by this policy.
- Take any action or proceedings, which we will pay for, in your name or that of any other person insured by this policy, to get back any money we have paid.
- Any information and help we need from you or any other person insured by this policy.

## 3. Looking after your vehicle

Anyone covered by this policy must take all reasonable steps to keep the **car** in a roadworthy condition and to protect it from loss or damage and allow us to examine it at any reasonable time.

## 4. Keeping to the policy terms

We will provide the cover described in this policy only if:

- Any person claiming cover has kept to all its terms and conditions, as far as they apply, and
- All the information you have given us and upon which the contract is based is correct and complete.

## 5. Compulsory Insurance

If under the laws of any country in which this policy applies, we have to make payments which, but for that law, would not be covered by this policy, you must repay the amount to us. You or the person who caused the accident must also repay us any money we have to pay because of any agreement with the Motor Insurers Bureau.

# General Conditions (continued)

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## 6. Drink and Drugs Clause

If an accident happens whilst you or any person entitled to drive under your current **certificate of motor insurance**:

- Is found to be over the prescribed limit for alcohol.
- Is driving whilst unfit through drink or drugs, whether prescribed or otherwise.
- Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

no cover under the policy will be provided and instead liability will be restricted to meeting any obligations we may have as required by Road Traffic Law. In such circumstances, we will recover from you or the driver, all sums paid (including all legal costs), whether in settlement or under court judgement, for any claim arising from the accident.

## 7. Cancellation

### **Cancelling your policy within first 14 days**

You have 14 days to decide if this policy meets your requirements. If you are not satisfied you can cancel within 14 days of the policy starting or within 14 days of receiving your documents (whichever is the later). We will charge a premium for the period we have been insuring you plus an administration fee of £10.00 plus insurance premium tax. There is no refund of premium in the event of a total loss claim.

### **Cancelling your policy after 14 days**

If no claims have been made in the current **period of insurance**, we will refund any premium paid less a charge for the number of days for which cover has been given and an administration fee of £55.00 plus insurance premium tax. We will not refund any premium paid if you have made a claim or if one has been made against you.

### **Compulsory cancellation**

We or your **insurance intermediary** may cancel this insurance by sending at least 7 days' written notice in writing to you at your last known postal and/or email address. If no claims have been made in the current period of insurance, we will refund any premium paid less a charge for the number of days for which cover has been given. We will not refund any premium paid if you have made a claim or if one has been made against you.

If you pay the premium by instalments and there is a default in the payments, we or your **insurance intermediary** may cancel the policy giving you 7 days' notice of cancellation in writing to your last known postal and/or email address. If a claim has arisen during the current period, the full annual premium will be due. If a total loss claim is settled under this policy any outstanding premium may be deducted from the claims settlement.

# Data Protection

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This section contains important information about how we may use the details you give us. This section applies to anyone covered under your policy and you should show this to them and obtain their permission before giving us their personal information.

Information you provide about yourself and others may be used by us and your Insurer to process your request for insurance, administer your policy or any subsequent claim you make in accordance with the Data Protection Act and other applicable laws.

In order to assess the terms of your insurance contract or administer claims that arise, we, or the Insurer, may need to collect data that the Data Protection Act defines as sensitive (such as medical conditions or criminal convictions).

Before you provide any sensitive information about someone else (e.g. an additional driver) you must have their permission. We'll act on the basis that you have done this. Occasionally, we or your Insurer may transmit your data to store it or process it overseas, but only when we can be sure your information will be adequately protected.

## Information We Hold

We collect and retain your information when you purchase an insurance Policy, renew or make changes to your Policy and when contacting our claims department.

**You should let us know whenever your, or any additional drivers', personal details change. Your Policy and the cost of your insurance are based on the information you have given us. It is very important that this is kept up to date.**

**Failure to notify us of a change to the Policy information may result in your Policy being cancelled from the start date, additional premium being applied or your claim being rejected or not paid in full.**

We will keep your information as long as we need to for the purposes as outlined in this notice. We will retain your information for these purposes after your policy has come to an end.

## How We Use the Information

At quotation, renewal and if you make any changes during the period of insurance, we will use the information you provide us relating to anyone insured under your car policy, to:

- Maintain and update your policy;
- Record and process claims
- Understand customer's needs and requirements;
- Carry out research and analysis about our products and services;
- Assess the premium and terms and conditions we offer which involves automated decision making;
- Prevent and detect crime, including fraud.

We may share information which we hold with third parties such as credit reference agencies, fraud prevention agencies and other databases and with other companies that help us provide our services. We may also check your claims history from other sources including, but not limited to, the DVLA and the Claims and Underwriting Exchange (CUE). When you tell us about an incident which may or may not give rise to a claim, we will pass information relating to it to these registers.

We may also search your (or any person included on the proposal) Driving Licence Number (DLN) against details held by the DVLA to confirm your licence status, entitlement and restriction information and endorsement/conviction data. Searches may be carried out prior to and at any point during your insurance policy including mid-term adjustment and renewal stage.

The DLN may also be used to search your (or any person included on the proposal) No Claim Discount (NCD) details against a no claims discount database to obtain information in relation to your NCD entitlement. Such searches may be carried out against driving licence number, name, date of birth, Vehicle Registration Mark (VRM) and postcode.

We may pass details of your no claims discount to certain organisations to be recorded on a NCD database. This will occur if information required updating or correcting at any stage and also at the renewal stage of your policy and upon or after the cancellation of your policy prior to the expiry date.

## Preventing Fraud

During the course of your policy we may share information which we hold and which has been supplied to us with insurers, law enforcement agencies and public bodies including the police and other similar databases or fraud prevention agencies including the Motor Insurance Anti-Fraud and Theft register administered by Insurance Database Services Limited (IDS Ltd). The aim is to help us check information that is given to us and to prevent or detect crime, including fraud.

If we find that false or inaccurate information has been given to us, or we suspect fraud, we will take appropriate action. If fraud is suspected or identified this may be shared with fraud prevention agencies, and may also be used by other organisations to make decisions about you and others in to your household on credit, insurance (including claims), debt tracing and to prevent crime. If such companies suspect fraud, we will share your relevant personal information with them. We may research, collect and use data about you from publicly available sources including social media and networking sites, using this data for the purposes of fraud detection and prevention.

## Telephone Recording

For our joint protection telephone calls may be recorded and/or monitored.

## Sharing Data

Your personal data won't be used for marketing, unless you've given us permission. It will only be shared within organisations involved with the administration of your policy, claim or as otherwise set out in this Data Protection Notice. If you require more information about how your data is used and shared or wish to see what information we have stored about you, please contact us at the following address:

**Data Protection Officer, Eridge Underwriting Agency Ltd, 22-23 London Road, Tunbridge Wells, Kent, TN1 1DA**

In all cases please give your name, address and your insurance policy number. You may be charged an administration fee of up to £10.

If you would like us to remove any personal information from our records you can also do this by writing to the above address. We will make all reasonable efforts to delete or anonymise your information, where appropriate.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to Insurance Database Services Limited and other appropriate agencies.

If you make a claim we may need to share information with Third Parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claims and convictions history.

## Motor Insurance Database

Information relating to your policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing.
- Continuous Insurance Enforcement.
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders).
- The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, EEA or certain other territories), insurers and/or MIB may search the MID to obtain relevant information. Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on MID, you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

# Complaints

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We aim to provide a high standard of service but in the event you are dissatisfied with the service you receive, you should in the first instance contact your **Insurance Intermediary** who sold you this policy. If you remain dissatisfied, you should contact:

The Complaints Department,  
Eridge Underwriting Agency Ltd,  
22-23 London Road,  
Tunbridge Wells,  
Kent,  
TN1 1DA

Please quote your policy number and give full details of your complaint.

Eridge Underwriting Agency Ltd is authorised to issue a final response to your complaint but where appropriate the final response may be issued by R&Q Insurance (Malta) Ltd.

Should you remain dissatisfied having received a final response, you may refer your complaint to The Financial Ombudsman Service (FOS) within 6 months of receiving our final response letter.

Their address is:

The Financial Ombudsman,  
Exchange Tower,  
London  
E14 9SR.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

# Important Customer Information

We recommend that you keep a record of all information (including copies of letters) sent to us or to your **insurance intermediary** when taking out this insurance.

In order to understand the extent of your cover, please read this policy together with the **schedule** and the **certificate of motor Insurance**.

If you have any questions, or the cover does not meet your needs or any of the details are incorrect you should notify your **insurance intermediary**.

You are obliged to keep your policy up to date, please tell your **insurance intermediary** immediately about changes which affect your insurance. Any changes agreed during the period of insurance will be treated as a continuation of the contract of insurance.

Some examples are:

- A change of **car**.
- You wish to change the drivers on the policy.
- Someone who drives the **car** receives a motoring conviction or criminal conviction or has a claim on another policy.
- Someone who drives the **car** is diagnosed with a medical condition.
- The **car** is changed from the manufacturer's standard specification.
- A change of occupation by you or any other driver.
- A change of address or where the **car** is kept overnight.
- A change in the use of the **car**.
- The **car** is involved in an accident.
- Where a driver has had a change of licence e.g. a learner driver passes their test and obtains a full licence.

If you do not tell us about changes, your insurance may not cover you fully or at all.

## Policy Administration Fees

The following fees are applicable to all Eridge policies and are separate from any that may be charged by your insurance intermediary. Please approach your insurance intermediary for details of any fees that they may charge. All fees are subject to insurance premium tax.

New Business	Renewal	Temporary Changes	Permanent Changes	Cancellation within 14 days	Cancellation after 14 days
£10.00	£10.00	£10.00	£30.00	£10.00	£55.00

Please refer to the General Conditions in the Policy for full details of our cancellation terms.

# Driving Abroad (Refer to Section 9)

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All insurance documentation should be taken with you, including your **certificate of motor insurance**, your **schedule**, and your motor insurance policy.

This Insurance applies throughout the European Union and in Liechtenstein, Norway, Iceland, Croatia and Switzerland and provides the minimum cover required by law in each of the above countries.

Esso ha validita in tutta l'Unione Europea, in Liechtenstein, Norvegia, Islanda, Croazia e Svizzera e garantisce la copertura minima richiesta per legge in ciascuno dei Paesi summenzionati.

Cette assurance est egalement valable dans toute l'Union europeenne et dans le Liechtenstein, en Norvege, en Islande, en Croati et en Suisse. Elle sonne le droit a la couverture minimum exigee par la loi en vigueur dans les pays susnommes.

Este Seguro se aplica tambien en toda la Union Europea y en Liechtenstein, Noruega, Islandia, Croacia y Suiza. Este Seguro da la cobertura minima exigida po la ley en cada uno de los paises antedichos.

Die Versicherung gilt fur alle Lander de Europaischen Union sowie fur Liechtenstein, Norwegen, Island, Kroatien und die Schweiz und gewahrt in all diesen Landern den gesetzlich erforderlichen Mindest-Versicherungsschutz



Insurer:  
R&Q Insurance (Malta) Limited  
3rd Floor, Development House  
St. Anne Street  
Floriana  
FRN 9010  
MALTA  
Registered No. C 59505

UK Administrator:  
Eridge Underwriting Agency Ltd  
22-23 London Road,  
Tunbridge Wells,  
Kent  
TN11 1DA  
Registered in England and Wales: Company No. 09574780.